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2 FRANDZEL ROBINS BLOOM & CSATO, L.C.  
1000 Wilshire Boulevard, Nineteenth Floor  
3 Los Angeles, California 90017-2427  
Telephone: (323) 852-1000  
4 Facsimile: (323) 651-2577

5 Attorneys for Plaintiff, ASCENTIUUM CAPITAL,  
LLC  
6  
7

8 **UNITED STATES DISTRICT COURT**  
9 **EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**  
10

11 ASCENTIUUM CAPITAL, LLC, a Delaware  
limited liability company,

12 Plaintiff,

13 v.  
14

VANCE L. FLETCHER M.D. LLC, a Hawaii  
15 Limited Liability Company; VANCE L.  
FLETCHER aka VANCE L. FLETCHER,  
16 M.D., an individual,

17 Defendants.  
18  
19

Case No.

**COMPLAINT FOR BREACH OF  
EQUIPMENT FINANCE AGREEMENT  
AND BREACH OF GUARANTY**

20 Plaintiff alleges as follows:  
21

22 **FIRST CLAIM FOR RELIEF**

23 **(For Breach of Equipment Finance Agreement as Against Vance L. Fletcher M.D. LLC, a  
24 Hawaii Limited Liability Company)**

25 **JURISDICTION**

26 1. At all times herein mentioned, Plaintiff, ASCENTIUUM CAPITAL LLC  
27 ("Plaintiff"), was, and still is, a Delaware limited liability company with its principal place of  
28 business at 23970 US Highway 59 North, Kingwood, Texas and is qualified and authorized to

1 conduct business in the State of California and conducts business at 11171 Sun Center Drive,  
2 Rancho Cordova, California 95670. Plaintiff is 100% owned by RF Acquisition, LLC a Delaware  
3 Limited Liability Company which is 100% owned by Regions Bank, an Alabama State Bank.  
4 Regions Bank is 100% owned by Regions Financial Corporation (NYSE: RF).

5 2. At all times herein mention, Defendant VANCE L. FLETCHER, M.D. LLC  
6 ("Borrower") was, and is, a Hawaii limited liability company with its principal place of business  
7 located in Aiea, Hawaii.

8 3. Plaintiff is informed and thereon alleges that at all times herein mentioned,  
9 Defendant VANCE L. FLETCHER aka VANCE L. FLETCHER, M.D. ("Fletcher") is an  
10 individual residing in the City of Aiea, State of Hawaii.

11 4. Jurisdiction exists by virtue of the fact that Plaintiff and Borrower are citizens of  
12 different states and the amount due is in excess of \$75,000.00 exclusive of interest and costs  
13 pursuant to 11 U.S.C. §1332(a)(1).

#### 14 VENUE

15 5. Venue is proper in this district pursuant to 28 U.S.C. §1391(b)(1) and (2) in that  
16 this District is a District where the Defendants reside and the contracts referred to herein were  
17 executed by the Defendants in this District.

18 6. The within action is not subject to the provisions of Section 2981, et. seq. (Rees-  
19 Levering Act) and Sections 1801, et. seq. (Unruh Act) of the Civil Code of the State of California,

#### 20 SPECIFIC ALLEGATIONS OF COMPLAINT

21 7. On or about July 15, 2019, Plaintiff entered into an Equipment Finance Agreement  
22 evidencing a loan Plaintiff was to make in the sum of \$220,077.00 for Borrower to acquire the  
23 medical equipment set forth in the Invoice attached hereto, marked Exhibit "1" and incorporated  
24 herein by this reference ("the Equipment"). Pursuant to the terms of the Equipment Finance  
25 Agreement, Borrower was to make 6 monthly payments of \$29.00 followed by 60 monthly  
26 payments of \$4,738.66 until the loan evidenced by the Equipment Finance Agreement ("Loan")  
27 was paid in full. A true and correct copy of the Equipment Finance Agreement is attached hereto,  
28 marked Exhibit "2" and is incorporated herein by this reference ("EFA").

8. Borrower received most of the Equipment and Plaintiff paid the supplier the sum of \$150,067.00 for the equipment which was delivered to Borrower. The supplier of the Equipment on the Exhibit 1 Invoice, Allergan, had not delivered the Cooltone equipment to Borrower as it was allegedly back ordered. The supplier is not the agent, employee or representative of Plaintiff as stated and agreed to by Plaintiff and Borrower in the EFA and as a matter of fact not the agent, employee or representative of Plaintiff. The Equipment was ordered by Borrower and not Plaintiff and Plaintiff is simply a lender. As a result of the supplier delivery backorder with respect to the Cooltone equipment, in good faith, Plaintiff agreed to extend the date of the \$29.00 a month payments for the benefit of Borrower who did not have all of the Equipment. Plaintiff and Borrower entered into an Addendum changing the payments so that there would be 9 payments of \$29.00 followed by 57 payments of \$5,046.50. A true and correct copy of the Addendum is attached hereto, marked Exhibit "3" and is incorporated herein by this reference

9. Plaintiff was granted a security interest in the Equipment which is the subject of the Exhibit "1" Invoice pursuant to the terms of the EFA and Plaintiff also filed its UCC-1 Financing Statement perfecting its lien. A true and correct copy of the UCC-1 Financing Statement is attached hereto, marked Exhibit "4" and is incorporated herein by this reference.

10. When the Cooltone equipment was not delivered to the Borrower, Plaintiff ceased further funding of the Invoice and exercised its right to recalculate the amount due on the EFA based on the amount funded to Allergan which was \$150,067.00. Borrower was given credit for all payments made and, based on the amount funded, payments were to commence on April 20, 2020, for 57 months at \$3,439.28 per month a sum significantly lower than the agreed upon payments of \$5,046.50 per month.

11. Borrower failed and refused to make payments. The last full payment received was applied to the March, 2020, payment. As a result, Plaintiff declared the Loan as amended in default and also requested that Borrower turn over the equipment in its possession if it was not going to pay the sums due. A true and correct copy of the demand letter making such demand on Borrower is attached hereto, marked Exhibit "5" and is incorporated herein by this reference. After declaring the balance of the Loan due and payable and Defendants failing to pay the sums due,

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LOS ANGELES, CALIFORNIA 90017-2427  
(323) 852-1000

Plaintiff repossessed the Equipment. Repossession costs were \$5,650.00. True and correct copies of the Notices of Disposition in accordance with Article 9 of the Commercial Code are attached hereto, marked Exhibit "6" and incorporated herein by this reference. After marketing the Equipment through an equipment remarketer and seller, RTR Services, the highest gross price received was \$26,000.00. After deducting the commission, Plaintiff received the sum of \$22,525.00 and applied this sum to the balance due on December 31, 2020. This sum does not include application of the repossession costs.

12. After discounting unearned interest to present value at 3% as required under the EFA, the sum of the payments due on the Loan as of July 26, 2022, is \$192,407.15 but interest will continue to accrue on this sum in an amount according to proof.

13. Plaintiff has performed all conditions, covenants, and promises on its part required to be performed in accordance with the terms of the EFA, Addendum, and the Loan.

14. As a result of the default, Plaintiff is entitled to the total Loan balance of \$192,407.15 is due plus interest thereon which Borrower refuses to pay. In addition, Plaintiff is entitled to late charges for each payment not paid when due of 10% of the unpaid amount. As of July 26, 2022, this sum is \$9,627.08 but late charges will continue to accrue in an amount according to proof. In addition, Plaintiff is entitled to reimbursement for return item charges (NSF charges) in the sum of \$30.00. Plaintiff is also entitled to the repossession costs of \$5,650.00. Therefore the total sum due excluding all default and accruing interest allowed pursuant to the EFA and by law from and after July 26, 2022, is \$207,714.23.

15. Pursuant to the terms of the EFA, Plaintiff is entitled to its reasonable attorney's fees and costs of suit incurred herein in an amount according to proof.

## **SECOND CLAIM FOR RELIEF**

### **(For Breach of Guaranty Against Vance L. Fletcher, M.D. aka Vance L. Fletcher)**

16. Plaintiff refers to each and every allegation contained in its First Cause of Action and incorporates the same herein by reference as though set forth in full.

17. In connection with entering into the Loan evidenced by the EFA and as modified,

FRANZEL ROBINS BLOOM & CSATO, L.C.  
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LOS ANGELES, CALIFORNIA 90017-2427  
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1 Fletcher executed a Guaranty individually obligating himself to pay all sums due and payable by  
2 Borrower to Plaintiff. A true and correct copy of the Guaranty is part of the Exhibit "2" EFA and  
3 is incorporated herein by this reference.

4 18. Plaintiff has performed all conditions, covenants, and promises on its part required  
5 to be performed in accordance with the terms of the Guaranty.

6 19. Demand has been made on Fletcher to pay all sums due, but Fletcher has failed to  
7 do so. As a result, Plaintiff has declared the Guaranty to be in default and all sums are due and  
8 payable on the Guaranty as set forth in the First Cause of Action.

9 20. As a result of the foregoing, Plaintiff is entitled to the total Loan balance of  
10 \$192,407.15 plus interest thereon, late fees in at least the sum of \$5,650.00, insufficient check  
11 charges in the sum of \$30.00 and repossession expense of \$5,650.00 for the total sum of \$207,  
12 714.23, but all such sums are in an amount according to proof.

13 21. Pursuant to the terms of the Guaranty, Plaintiff is entitled to its reasonable  
14 attorney's fees and costs of suit incurred herein, in an amount according to proof.

15  
16 WHEREFORE, Plaintiff prays for Judgment against the Defendants, and each of them, as  
17 follows

18 **As to the First and Second Causes of Action**

- 19 1. For the principal sum of \$192,407.15 plus interest in an amount according to proof;  
20 2. For late charges in at least the sum of \$9,627.08 but in an amount according to  
21 proof;  
22 3. For the insufficient check charge of \$30.00;  
23 4. For repossession expense in the sum of \$5,650.00;  
24 5. For reasonable attorney's fees in an amount according to proof;  
25 6. For costs of suit incurred herein; and  
26  
27  
28

7. For such other and further relief as the Court deems just and proper.

DATED: July 28, 2022

FRANDZEL ROBINS BLOOM & CSATO, L.C.

By:

ANDREW K. ALPER  
Attorneys for Plaintiff, ASCENTIUM CAPITAL,  
LLC

FRANDZEL ROBINS BLOOM & CSATO, L.C.  
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# **EXHIBIT 1**

**INVOICE**

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**OUR INFORMATION**

Invoice No:	1074902746	Payer No:	871250
Invoice Date:	06/28/2019	Sold To No:	871250
Order No:	125541017	Ship To No:	871256
Delivery No:	630147389	Bill To No:	871250

**YOUR INFORMATION**

Order Date:	06/28/2019
Purchase Order No:	MSA# 125578-System
Payment Terms:	Net 30
Disc. Due Date:	
Net Due Date:	07/28/2019

Bill To No: 871250

VANCE L FLETCHER MD LLC  
99-128 AIEA HEIGHTS DR STE 705  
AIEA HI 96701-3940  
USA

Ship Qty	U/M	Batch/ S.N.	Product Num.	Description	Unit Price	Ext. Price
1	EA		BRZ-CG1-CUD-110	Zeltiq Breeze Control Uni	149,900.00	149,900.00
CSR \$ Discount						39,900.00-
<b>Total</b>						<b>110,000.00</b>

Includes the following:

1	EA		BRZ-ADP-000-000	Applicator Adapter
Serial Number: A0002019064028				
1	EA	NL	205098	Label, System Tag, 110V,
1	EA		SA16789	Upper Module, COM1, Direc
Serial Number: UPM2019065009				
1	EA		CS-302409	Low Mod, COM1, Inspcd & C
Serial Number: BAM2019065009				
1	EA		BRZ-AP2-160-000	Applicator, CoolAdvantage

**Shipping Information**

<b>Ship-to Address:</b> VANCE L FLETCHER MD 99-128 AIEA HEIGHTS DR STE 705 AIEA HI 96701-3940 USA	<b>Ship To No:</b> 871256 <b>Shipped Via:</b> Trump Logistics <b>Weight:</b> 714.11 LB <b>Ship Date:</b> 06/28/2019 Allergan USA Inc., Kuehne & Nagel DC 1800 Waters Ridge Dr. Suite 100, Lewisville, TX 75057
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**Payment Information**

PLEASE TEAR OFF THIS SLIP AND RETURN IT WITH YOUR PAYMENT:

**SEND PAYMENTS TO:**

Allergan USA, Inc.  
12975 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693-0129

Payer No:	871250
Invoice Number:	1074902746
Disc. Net Amt.	116,450.00
Disc. Amount:	0.00
<b>Please Pay This Amount:</b>	<b>116,450.00</b>



**INVOICE**

Page 2 of 3

**OUR INFORMATION**

**Invoice No:** 1074902746      **Payer No:** 871250  
**Invoice Date:** 06/28/2019      **Sold To No:** 871250  
**Order No:** 125541017      **Ship To No:** 871256  
**Delivery No:** 630147389      **Bill To No:** 871250

**YOUR INFORMATION**

**Order Date:** 06/28/2019  
**Purchase Order No:** MSA# 125578-System  
**Payment Terms:** Net 30  
**Disc. Due Date:**  
**Net Due Date:** 07/28/2019

Ship Qty	U/M	Batch/ S.N.	Product Num.	Description	Unit Price	Ext. Price
1	EA		BRZ-AP2-020-000	Applicator, CoolMini		
1	EA		BRZ-AP2-140-000	Applicator, CoolAdvantage		
1	EA		BRZ-AP2-180-000	Applicator, CoolAdvantage		
1	EA		BRZ-AP1-091-001	CoolSmooth PRO Applicator		
1	EA	SN1D	BRZ-RP2-ARM-001	Support Arm System, CoolM		
1	EA	NL	BRZ-KIT-110-EN2-PA	CSculpt Ctry Kit (United		
1	EA	NL	BRZ-SUP-PCK-001	CoolSculpting Support Pac		
1	EA		201319	Act Kit, AT&T Pager Disb	118.00	118.00

CSR % Discount

**Total**

118.00-

118.00-

Serial Number: 11703278214568217

1	EA		BRZ-APK-160-001	CoolAdvantage Accessory K		
3	EA	G201812104	BRZ-GL3-160-008	CoolAdhesive Pad, 8 Pack		
3	EA	H201806-07	BRZ-GT1-1X0-008	Kit, 8-Pk Gel Trap, CA Fa		
3	EA	S201808-01	BRZ-LN1-160-008	Gasket, 8-Pack, CoolAdvan		
1	EA	U201810-02	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
1	EA		BRZ-APK-180-016	CoolAdvantage Plus Access		
2	EA	G201904405	BRZ-GL1-180-008	CoolAdhesive Plus Pad, 8		
4	EA	H201806-07	BRZ-GT1-1X0-008	Kit, 8-Pk Gel Trap, CA Fa		
1	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
1	EA		BRZ-APK-140-002	CoolAdvantage Petite Acce		
3	EA	G201812104	BRZ-GL3-160-008	CoolAdhesive Pad, 8 Pack		
3	EA	H201806-07	BRZ-GT1-1X0-008	Kit, 8-Pk Gel Trap, CA Fa		
3	EA	S201902-01	BRZ-LN1-140-008	CA Petite Gasket - 8 Pk C		
1	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
1	EA		BRZ-APK-091-001	CoolCard Accessory Pack,		
1	EA	S201805-02	BRZ-FB1-09X-024	CoolSmooth Foam Borders Q		
1	EA	H201808-01	BRZ-LN1-09X-024	CoolSmooth Liner Qty 24		
3	EA	G201911501	BRZ-PD1-08X-008	CoolGel Max 8 - Qty 8		
1	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
1	EA		BRZ-APK-02X-001	CoolMini Accessory Kit, 2		
1	EA	U201901-01	BRZ-GS1-000-024	Syringe, CoolGel Mini, 24		
1	EA	H201801-01	BRZ-GT1-02X-024	CoolMini Gel Trap - 24 Pa		
1	EA	C201809-01	BRZ-LN1-02X-024	CoolMini Liner - 24 Pack		
1	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
1	EA	P201808-01	BRZ-SS1-160-002	Comfort Strap, CoolAdvant		
1	EA	Z201803-01	BRZ-SS1-180-002	Comfort Strap, CoolAdvant		
1	EA	NL	BRZ-HNG-160-005	Contour Hanger, CoolAdvan		
1	EA	NL	BRZ-HNG-180-004	Contour Hanger CoolAdvant		
1	EA	Z201805-01	BRZ-SS1-140-002	CoolAdvantage Petite Comf		
1	EA		BRZ-SS5-091-004	CoolSmooth PRO - Secureme		

**INVOICE**

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**OUR INFORMATION**

**Invoice No:** 1074902746      **Payer No:** 871250  
**Invoice Date:** 06/28/2019      **Sold To No:** 871250  
**Order No:** 125541017      **Ship To No:** 871256  
**Delivery No:** 630147389      **Bill To No:** 871250

**YOUR INFORMATION**

**Order Date:** 06/28/2019  
**Purchase Order No:** MSA# 125578-System  
**Payment Terms:** Net 30  
**Disc. Due Date:**  
**Net Due Date:** 07/28/2019

Ship Qty	U/M	Batch/ S.N.	Product Num.	Description	Unit Price	Ext. Price
2	EA	L0967501	BRZ-SS3-09X-012	Pouched Securement Straps		
1	EA	H201901-02	BRZ-SS4-09X-012	Center Securement Plate,		
1	EA		BRZ-SS6-000-000	Submental Accessory Kit		
1	EA	111388	BRZ-AS1-000-002	Assembly, Pouched App Sup		
1	EA	L0942283-1	BRZ-SP1-02X-001	Support Pillow Assembly,		
1	EA	L0945402	BRZ-SS7-02X-002	Pouched Securement Straps		
1	EA	NL	BRZ-RP1-PGR-00A	CoolSculpting Pager - Typ		

Capital System Freig 1,500.00

**Tax:** 4,950.00

**You saved \$40,018.00 with this order.**

Cash Discount	0.00	Disc. Net Amount	116,450.00	Please Pay This Amount	116,450.00
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**INVOICE**

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**OUR INFORMATION**

Invoice No:	1074902747	Payer No:	871250
Invoice Date:	06/28/2019	Sold To No:	871250
Order No:	125541017	Ship To No:	871256
Delivery No:	630147389	Bill To No:	871250

**YOUR INFORMATION**

Order Date:	06/28/2019
Purchase Order No:	MSA# 125578-System
Payment Terms:	Net 60
Disc. Due Date:	
Net Due Date:	08/27/2019

Bill To No: 871250

VANCE L FLETCHER MD LLC  
99-128 AIEA HEIGHTS DR STE 705  
AIEA HI 96701-3940  
USA

Ship Qty	U/M	Batch/ S.N.	Product Num.	Description	Unit Price	Ext. Price
1	EA		BRZ-RP1-140-024	CoolAdvantage Petite Reor	7,200.00	7,200.00
Spec Cust Discount						3,600.00-
<b>Total</b>						<b>3,600.00</b>
Includes the following:						
1	EA		BRZ-CD4-140-024	CoolAdvantagePetiteCardCD4		
Serial Number: PPD20190571LA1736						
3	EA	G201812104	BRZ-GL3-160-008	CoolAdhesive Pad, 8 Pack		
3	EA	H201806-07	BRZ-GT1-1X0-008	Kit, 8-Pk Gel Trap, CA Fa		
3	EA	S201902-01	BRZ-LN1-140-008	CA Petite Gasket - 8 Pk C		
1	EA	NL	IC04436	Patient Welcome Kits		
1	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
1	EA		BRZ-RP1-180-016	CoolAdvantage Plus Reorde	10,400.00	10,400.00

**Shipping Information**

Ship-to Address:  
VANCE L FLETCHER MD  
99-128 AIEA HEIGHTS DR STE 705  
AIEA HI 96701-3940  
USA

Ship To No: 871256  
Shipped Via: Trump Logistics  
Weight: 714.11 LB  
Ship Date: 06/28/2019  
Allergan USA Inc., Kuehne & Nagel DC  
1800 Waters Ridge Dr. Suite 100, Lewisville, TX 75057

**Payment Information**

PLEASE TEAR OFF THIS SLIP AND RETURN IT WITH YOUR PAYMENT:

**SEND PAYMENTS TO:**

Allergan USA, Inc.  
12975 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693-0129

Payer No:	871250
Invoice Number:	1074902747
Disc. Net Amt.	23,617.00
Disc. Amount:	0.00
<b>Please Pay This Amount:</b>	<b>23,617.00</b>

**INVOICE**

Page 2 of 3

**OUR INFORMATION**

Invoice No: 1074902747 Payer No: 871250  
 Invoice Date: 06/28/2019 Sold To No: 871250  
 Order No: 125541017 Ship To No: 871256  
 Delivery No: 630147389 Bill To No: 871250

**YOUR INFORMATION**

Order Date: 06/28/2019  
 Purchase Order No: MSA# 125578-System  
 Payment Terms: Net 60  
 Disc. Due Date:  
 Net Due Date: 08/27/2019

Ship Qty	U/M	Batch/ S.N.	Product Num.	Description	Unit Price	Ext. Price
Includes the following:					Spec Cust Discount	5,200.00-
					Total	5,200.00
1	EA			BRZ-CD4-180-016 CoolAdvantage Plus Card,		
Serial Number: PPD20190921LA0304						
2	EA	G201904405	BRZ-GL1-180-008	CoolAdhesive Plus Pad, 8		
4	EA	H201806-07	BRZ-GT1-1X0-008	Kit, 8-Pk Gel Trap, CA Fa		
2	EA	S201801-01	BRZ-LN1-180-008	Gasket, 8-Pack, CoolAdvan		
1	EA	NL	IC04436	Patient Welcome Kits		
1	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
2	EA		BRZ-RP1-160-024	CoolAdvantage Card Pack -	7,200.00	14,400.00
					Spec Cust Discount	7,200.00-
					Total	7,200.00
Includes the following:						
2	EA			BRZ-CD4-160-024 CoolAdvantage Card,CD4,Di		
Serial Number: PPD20191211LA0935						
Serial Number: PPD20191211LA0936						
6	EA	G201812104	BRZ-GL3-160-008	CoolAdhesive Pad, 8 Pack		
6	EA	H201806-07	BRZ-GT1-1X0-008	Kit, 8-Pk Gel Trap, CA Fa		
6	EA	S201808-01	BRZ-LN1-160-008	Gasket, 8-Pack, CoolAdvan		
2	EA	NL	IC04436	Patient Welcome Kits		
2	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
1	EA		BRZ-RP1-02X-024	CoolMini Card - Pack - 24	7,200.00	7,200.00
					Spec Cust Discount	3,600.00-
					Total	3,600.00
Includes the following:						
1	EA	NL	203316	Liner Tool, QTY 1, CoolMi		
1	EA			BRZ-CD4-02X-024CoolMini Card 24 Cycles,		
Serial Number: PPD20183101LA0818						
1	EA	U201901-01	BRZ-GS1-000-024	Syringe, CoolGel Mini, 24		
1	EA	H201801-01	BRZ-GT1-02X-024	CoolMini Gel Trap - 24 Pa		
1	EA	C201809-01	BRZ-LN1-02X-024	CoolMini Liner - 24 Pack		
1	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		
1	EA		BRZ-RP1-091-024	CoolSmooth PRO Card - Pac	6,000.00	6,000.00
					Spec Cust Discount	3,000.00-
					Total	3,000.00
Includes the following:						
1	EA			BRZ-CD4-091-024 CoolSmooth PRO Card 24 Cy		
Serial Number: PPD20183511LA0659						
1	EA	S201805-02	BRZ-FB1-09X-024	CoolSmooth Foam Borders Q		
1	EA	H201808-01	BRZ-LN1-09X-024	CoolSmooth Liner Qty 24		

**INVOICE**

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**OUR INFORMATION**

**Invoice No:** 1074902747    **Payer No:** 871250  
**Invoice Date:** 06/28/2019    **Sold To No:** 871250  
**Order No:** 125541017    **Ship To No:** 871256  
**Delivery No:** 630147389    **Bill To No:** 871250

**YOUR INFORMATION**

**Order Date:** 06/28/2019  
**Purchase Order No:** MSA# 125578-System  
**Payment Terms:** Net 60  
**Disc. Due Date:**  
**Net Due Date:** 08/27/2019

Ship Qty	U/M	Batch/ S.N.	Product Num.	Description	Unit Price	Ext. Price
3	EA	G201911501	BRZ-PD1-08X-008	CoolGel Max 8 - Qty 8		
1	EA	U201810-05	BRZ-PSW-000-024	Zeltiq Pretreatment Skin		

Freight/Handling

**FREE****Tax:**

1,017.00

**You saved \$22,600.00 with this order.**

Cash Discount	0.00	Disc. Net Amount	23,617.00	Please Pay This Amount	23,617.00
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## **EXHIBIT 2**





# Case 2:22-cv-01347-KJN Document 1 Filed 07/29/22 EQUIPMENT FINANCE AGREEMENT Agreement No. 2384189

**THIS IS A COPY**  
This is a copy view of the Authoritative Copy held  
by the Disputing Party

<b>DEBTOR ("you" or "your"):</b> VANCE L. FLETCHER M.D. LLC		<b>ADDRESS</b> 99-128 AIEA HEIGHTS DR STE 705, AIEA, HI 96701		<b>TERM:</b> 66
<b>PAYMENT SCHEDULE:</b> 6 @ \$29.00, 60 @ \$4,738.66				
<p><b>COLLATERAL:</b> Items of personal property as generally described herein which Ascentium Capital LLC and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property (the "Supplier") and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement and shall be provided to Debtor promptly upon request.</p> <p><b>Personal Property Description:</b> ALLERGAN</p> <p><b>Agreement.</b> Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an interim term ("Interim Term") and an initial term ("Initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term; the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.</p> <p><b>Grant of Security Interest.</b> You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary.</p> <p><b>Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, including without limitation any defect, damage or unfitness of the Collateral.</b> You acknowledge you selected the Supplier and Collateral and the Supplier is not our agent nor are we their agent. If the Collateral is unsatisfactory for any reason, your only remedy, if any, shall be against the Supplier and not against us.</p> <p><b>Collateral.</b> You will use the Collateral for commercial purposes only and in compliance with law. You will not sell, transfer, assign or lease the Collateral or otherwise allow the Collateral to be used by anyone other than you. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.</p> <p><b>Fees and Taxes.</b> You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us documentation fees and all other fees we deem necessary.</p> <p><b>Insurance.</b> During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge.</p> <p><b>Default and Remedies.</b> If any one of the following occurs with respect to you or any guarantor, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed</p> <p>against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this EFA or (iv) you merge, consolidate with, or sell all or substantially all of your assets or a majority of your ownership interests to any third party. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 3% as calculated by us, (d) sell, dispose of, hold, or lease the Collateral and/or (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.</p> <p><b>General.</b> This EFA shall be governed and construed under the laws of the State of California without reference to its principles of conflicts of laws. <b>You consent to the non-exclusive jurisdiction of courts located in California in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a jury trial.</b> Time is of the essence with respect to your obligations under this Agreement. All of our rights and the indemnities in our favor under this EFA shall survive its termination. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You shall not assign or otherwise transfer this EFA or any of your obligations hereunder. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now under this EFA, but none of our obligations. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in a writing duly executed by the party against whom enforcement is sought. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, a Supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. You agree this EFA may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. All fees may not only cover our costs but may include a profit. You may not prepay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A copy of this EFA shall be deemed an original for all purposes. Lender may acknowledge its acceptance of this EFA in a subsequent communication signed by Lender. Any notice given hereunder shall be in writing and, if delivered by mail, deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Debtor at its address set forth above or to Lender at 23970 HWY 59 N, Kingwood, TX 77339-1535, or such other address given to the sender by written notice. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. You agree that by providing us with an email address or a telephone number for a cellular or wireless device, you expressly consent to receiving notices and other communications including voice and text messages from us at that number or email address, and this express consent applies to each such email address or telephone number that you provide to us now or in the future. Only the copy of this EFA marked as the "sole original" or similar language by us or our designee is the chattel paper original of this EFA.</p>				
<p>This EFA shall become effective upon Debtor's signature below, provided, however, that our obligation to perform our obligations under this EFA shall be subject to our satisfactory receipt of all conditions specified by us, including a complete and properly executed documentation package, as determined by us. By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to pay the Supplier on behalf of Debtor. The person executing this EFA is authorized to do so, making this EFA the valid and binding act of the Debtor.</p>				
<b>Debtor Name:</b>		<b>By:</b>		<input checked="" type="checkbox"/>
VANCE L. FLETCHER M.D. LLC		VANCE L. FLETCHER, President		
<b>GUARANTY:</b> You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and performance when due of all of the obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law, venue and notice provisions of the EFA shall apply to this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating and sharing the results with others.				
<b>Guarantor Signature:</b>		<b>Printed Name:</b>		VANCE FLETCHER
<input checked="" type="checkbox"/>		<b>Printed Name:</b>		
4873633EE5924C7...		<b>Printed Name:</b>		
<b>AUTHORIZATION FOR ACH PAYMENTS:</b> Debtor authorizes Lender or Lender's successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by Debtor from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA and Debtor acknowledges that a revocation of this authority shall be an event of default under the Agreement. Any incorrect charge will be corrected upon notification to Lender by either a credit or debit to Debtor's account.				
<b>Bank Name:</b>		<b>Business Bank Name:</b>		Routing number 8103146557
<b>Account No:</b>		<b>ABA No:</b>		321370765
<b>Authorized Signature:</b>		<b>Printed Name / Title:</b>		VANCE FLETCHER, Md
<input checked="" type="checkbox"/>				
4873633EE5924C7...				

# **EXHIBIT 3**





## ADDENDUM



Agreement No. 2384189


Date: February 17, 2020

This Addendum is made for the purpose of changing certain terms and conditions to that certain document identified below which is: (A) the equipment lease, equipment finance agreement or similar agreement whose number is referenced above (hereinafter called "Agreement") entered between Ascentium Capital LLC ("Ascentium") and **VANCE L. FLETCHER M.D. LLC** (hereinafter called "Customer"), as lessee, borrower or debtor, or (B) any document relating to such Agreement representing any obligation from Customer to Ascentium, including, without limitation; authority and incumbency certificates, bills of sale, certifications of financial statement, corporate guarantees, commencement agreements, financial covenant agreements, personal guarantees, purchase orders, real property waivers, schedules A, security agreements, or other evidence of indebtedness, (collectively, "Other Documents"). If the Agreement is a master agreement, the term "Agreement" shall include all schedules, notes or similar documents incorporating by reference the provisions of the Agreement.

Name of document(s): Please acknowledge this payment schedule shall now read as:

Amendment(s): 9@29.00 followed by 57@5,046.50

Upon execution of this Addendum, the Agreement or Other Documents in question shall be deemed to have been in effect since the effective date of the Agreement or Other Documents, incorporating into the Agreement or Other Document, as the case may be, the changes set out in this Addendum. Customer agrees that a facsimile or other copy of this Addendum, as executed, shall be deemed the equivalent of the originally executed copy for all purposes. Following your execution of this Addendum, our acceptance of the Agreement in a separate communication signed by us shall be deemed as our acceptance of this Addendum.

CUSTOMER:	VANCE L. FLETCHER M.D. LLC	By:	
		Printed Name/Title:	VANCE FLETCHER President

# **EXHIBIT 4**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	70591060  HIHI
File with: Bureau of Conveyances, HI	

**THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:  
STATE OF HAWAII**

**BUREAU OF CONVEYANCES**

DOCUMENT NO. \_\_\_\_\_

DATE - TIME \_\_\_\_\_ Doc A - 71220653

July 02, 2019 8:02 AM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME VANCE L. FLETCHER M.D. LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 99-128 AIEA HEIGHTS DR STE 705		CITY AIEA	STATE HI	POSTAL CODE 96701
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME C T Corporation System, as representative				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 330 N Brand Blvd, Suite 700, Attn: SPRS		CITY Glendale	STATE CA	POSTAL CODE 91203
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

The equipment, personal property and other assets (collectively, "Property"), financed under, covered by or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2384189, together with all replacements for, additions to, substitutions for and accessions to the Property and all proceeds of any of the foregoing, including, without limitation, proceeds of insurance. Secured party/lessor and debtor/lessee agree that that a more detailed description of the Property being financed shall be maintained by secured party/lessor among its books and records in whatever more detailed description of the Property financed is received from the supplier of such Property and, absent manifest error, such detailed description shall be deemed dispositive and considered incorporated into the Agreement.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

70591060

# **EXHIBIT 5**



Jerry L. Noon, Vice President  
[jerrynoon@ascentiumcapital.com](mailto:jerrynoon@ascentiumcapital.com)

T: (281) 348-2013  
F: (866) 846-3679

May 1, 2020

**Via UPS and Email**

**[vancefletcher@ymail.com](mailto:vancefletcher@ymail.com)**

Vance L. Fletcher M.D. LLC  
99-128 Aiea Heights Dr, Ste 705  
Aiea, Hawaii 96701

**Via UPS**

Vance L. Fletcher, MD  
1837 Kalakaua Avenue, Ste 3504  
Honolulu, Hawaii 96815

Re: Ascentium Capital LLC Equipment Finance Agreement No. 2384189 (the "EFA") with Vance L. Fletcher M.D. LLC ("Debtor") and Vance L. Fletcher, MD ("Guarantor")

## **NOTICE OF DEFAULT AND ACCELERATION**

Ladies and Gentlemen:

On or about July 15, 2019 Debtor entered into the EFA with Ascentium Capital LLC ("Ascentium") in order to finance Debtor's acquisition of equipment from Allergan USA, Inc. (the "Collateral").

Pursuant to the EFA Debtor agreed to pay Ascentium a total amount of \$284,493.60 by way of six (6) payments of \$29.00 followed by sixty (60) payments of \$4,738.66. Subsequent to entering into the EFA and as an accommodation to Debtor, on or about February 17, 2020 Debtor and Ascentium entered into that certain Addendum whereby Debtor agreed to pay \$287,911.50 by way of nine (9) payments of \$29.00 and fifty-seven (57) payments of \$5,046.50.

Debtor is now refusing to accept the remaining undelivered items of the Collateral from Allergan USA, Inc. Because the entire cost of the Collateral being acquired from Allergan USA, Inc. was not paid to Allergan USA, Inc. and based on Debtor's refusal to accept the remaining items of Collateral from Allergan USA, Inc., Ascentium has exercised its rights pursuant to the EFA and has ceased any additional funding to Allergan USA, Inc. on Debtor's behalf.

**"[Debtor] authorize [Ascentium] to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based."**





Pursuant to the EFA Ascentium has re-calculated the amount Debtor owes under the EFA based solely on the \$150,067.00 disbursement actually paid to Allergan USA, Inc. to-date. Debtor has been given credit for the payments Ascentium actually received from Debtor to-date. Accordingly, the new monthly Payments due to Ascentium under the EFA are as follows:

- Beginning April 20, 2020, fifty-seven (57) Payments of \$3,439.28 each

The Debtor has now refused to pay the monthly payment due April 2020 or any future payments due under the EFA, therefore, the EFA is in Default (as defined in the EFA).

The Guarantor unconditionally guaranteed the payment and performance when due of all obligations of Debtor under the EFA, and all related documents executed by Debtor. The Guarantor further agreed that Ascentium may proceed against Guarantor before proceeding against Debtor.

In accordance with its rights and remedies under the EFA Ascentium hereby accelerates and declares the entire balance of the EFA immediately due and payable. Pursuant to the default and remedies section of the EFA, Ascentium is required to discount future Payments due at the rate of 3% per annum. The accelerated amount due is detailed as follows:

<b>EFA 2346531</b>	<b>(\$)</b>
Past Due Payments:	3,439.28
Late Charges:	343.93
Return Item Charges:	30.00
Future Payments Accelerated (3% present value discount applied):	157,379.50
<b>TOTAL:</b>	<b>161,192.71</b>

Accordingly, **DEMAND IS MADE for payment of \$161,192.71** plus accruing interest at 1.5% per month and all other contractually-applicable charges, the total of which must be received at Ascentium's office at 23970 Highway 59 N., Kingwood, Texas, 77339, no later than ten (10) days from the date of this letter.

Pursuant to its rights under the Agreements and applicable law, Ascentium is entitled to take possession of the Collateral. Accordingly, **DEMAND IS MADE for Debtor to do the following:**

1. Cease taking any action to sell, use, assign or dispose of the Collateral;
2. Immediately deliver to Ascentium any proceeds of the Collateral;
3. Assemble and surrender the Collateral to Ascentium at a time and place acceptable to Ascentium; and
4. Stop using, transferring, withdrawing or encumbering any funds on deposit in any financial institution at which proceeds of the Collateral have been deposited and immediately pay all such funds to Ascentium.

Please contact the undersigned to make arrangements for the surrender of the Collateral (in which event the Debtor and Guarantor shall remain jointly and severally liable for the debt and any deficiency balance).

If any payment less than the full indebtedness demanded above is delivered to Ascentium, such payment will be applied to said indebtedness (in any sequence Ascentium selects in its sole discretion), with full reservation of all of

Ascentium's rights and remedies and without waiver of or prejudice to any of Ascentium's rights or remedies. Moreover, any such partial payment shall not cure any default under the EFA, and such payment shall not reinstate or de-accelerate any indebtedness under the EFA. Therefore, unless the demand stated above is timely and fully satisfied, or this matter is otherwise resolved with written documentation acceptable to Ascentium in its sole discretion, Ascentium will immediately take all further steps it deems appropriate, including and without limitation commencing a legal action against some or all of you for all available relief.

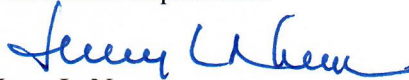
Please note that Ascentium has no obligation or duty to inform Debtor or Guarantor of Ascentium's intention to exercise its rights and remedies except as expressly required by the EFA or applicable law. Ascentium is, however, doing so in this letter as a courtesy.

To the extent your obligations have been discharged, dismissed, or are subject to an automatic stay under Title 11 of the United States Code, this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect any such obligation. This notice is given pursuant to 11 U.S.C. § 362(b) (11), if applicable.

This letter is not an all-inclusive statement of Ascentium's rights or remedies against any person or entity. Moreover, nothing stated in or omitted from this letter is a waiver of, or has any adverse effect on, any of Ascentium's rights or remedies, and all such rights and remedies are cumulative, may be exercised in any such order as Ascentium elects, and are expressly reserved.

THIS IS AN ATTEMPT TO COLLECT THE INDEBTEDNESS EVIDENCED BY THE EFA, AND/OR SECURED BY THE LIENS, SECURITY INTERESTS, AND TERMS AND PROVISIONS CONTAINED IN THE EFA, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. PLEASE BE GOVERNED ACCORDINGLY.

Sincerely,  
Ascentium Capital LLC

  
Jerry L. Noon  
Vice President, Asset Management

# **EXHIBIT 6**



July 14, 2020

Vance L. Fletcher M.D. LLC

99-128 AIEA HEIGHTS DR STE 705  
AIEA, HI 96701

RE: Ascentium Capital Agreement Number: 2384189 ("Agreement")  
Customer Name: Vance L. Fletcher M.D. LLC ("Customer")

Ladies and Gentlemen:

NOTICE IS HEREBY GIVEN that Ascentium Capital LLC ("Ascentium") has taken possession of the personal property described below, pursuant to the terms of the above-referenced Agreement.

FURTHER NOTICE IS HEREBY GIVEN that by reason of the default of Vance L. Fletcher M.D. LLC under the terms of the Agreement, Ascentium will sell or lease (in whole or in piece by means of one or more contracts) the personal property described below at a private sale on or after 7/24/2020. You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell [or lease or license], as applicable. You may request an accounting by calling us at (866) 846-3646.

The personal property to be sold or leased is described as follows:

<u>Quantity</u>	<u>Description</u>
One	Zeltiq Coolsculpting device and accessories

FURTHER NOTICE IS HEREBY GIVEN that Ascentium expressly reserves all of its other rights concerning, referring or relating in any way to the Agreement, and all related documents or other agreements with respect thereto, and to any other personal property with respect thereto.

In order to reduce any deficiency balance liability that might result from any sale or lease of the personal property described above, you are encouraged to submit an offer for such property (or any inquiries) to Ascentium by contacting its agent as follows:

Ascentium Capital LLC  
23970 U.S. Highway 59 North  
Kingwood, TX 77339  
(866) 846-3646

**NOTICE TO BANKRUPTCY DEBTOR(S):** Ascentium is not attempting to violate the automatic stay provisions or any other provisions of the United States Bankruptcy Code. If you are a recipient of this notice and a debtor in a bankruptcy case, or if your obligations to Ascentium have been discharged in a bankruptcy case, this notice is being provided to you solely for informational and compliance purposes and is not a bill or request for payment.

Sincerely,  
Ascentium Capital LLC

July 14, 2020

Vance Fletcher

91-537 Pupu St  
Ewa Beach, HI 96706

RE: Ascentium Capital Agreement Number: 2384189 ("Agreement")  
Customer Name: Vance L. Fletcher M.D. LLC ("Customer")

Ladies and Gentlemen:

NOTICE IS HEREBY GIVEN that Ascentium Capital LLC ("Ascentium") has taken possession of the personal property described below, pursuant to the terms of the above-referenced Agreement.

FURTHER NOTICE IS HEREBY GIVEN that by reason of the default of Vance L. Fletcher M.D. LLC under the terms of the Agreement, Ascentium will sell or lease (in whole or in piece by means of one or more contracts) the personal property described below at a private sale on or after 7/24/2020. You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell [or lease or license], as applicable. You may request an accounting by calling us at (866) 846-3646.

The personal property to be sold or leased is described as follows:

<u>Quantity</u>	<u>Description</u>
One	Zeltiq Coolsculpting device and accessories

FURTHER NOTICE IS HEREBY GIVEN that Ascentium expressly reserves all of its other rights concerning, referring or relating in any way to the Agreement, and all related documents or other agreements with respect thereto, and to any other personal property with respect thereto.

In order to reduce any deficiency balance liability that might result from any sale or lease of the personal property described above, you are encouraged to submit an offer for such property (or any inquiries) to Ascentium by contacting its agent as follows:

Jerry Noon  
Ascentium Capital LLC  
23970 U.S. Highway 59 North  
Kingwood, TX 77339  
281-348-2013

**NOTICE TO BANKRUPTCY DEBTOR(S):** Ascentium is not attempting to violate the automatic stay provisions or any other provisions of the United States Bankruptcy Code. If you are a recipient of this notice and a debtor in a bankruptcy case, or if your obligations to Ascentium have been discharged in a bankruptcy case, this notice is being provided to you solely for informational and compliance purposes and is not a bill or request for payment.

Sincerely,  
Ascentium Capital LLC

July 14, 2020

Ryan M Harrison, Sr.

2439 Torino St. Unit 5  
West Sacramento, CA 95691

RE: Ascentium Capital Agreement Number: 2384189 ("Agreement")  
Customer Name: Vance L. Fletcher M.D. LLC ("Customer")

Ladies and Gentlemen:

NOTICE IS HEREBY GIVEN that Ascentium Capital LLC ("Ascentium") has taken possession of the personal property described below, pursuant to the terms of the above-referenced Agreement.

FURTHER NOTICE IS HEREBY GIVEN that by reason of the default of Vance L. Fletcher M.D. LLC under the terms of the Agreement, Ascentium will sell or lease (in whole or in piece by means of one or more contracts) the personal property described below at a private sale on or after 7/24/2020. You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell [or lease or license], as applicable. You may request an accounting by calling us at (866) 846-3646.

The personal property to be sold or leased is described as follows:

<u>Quantity</u>	<u>Description</u>
One	Zeltiq Coolsculpting device and accessories

FURTHER NOTICE IS HEREBY GIVEN that Ascentium expressly reserves all of its other rights concerning, referring or relating in any way to the Agreement, and all related documents or other agreements with respect thereto, and to any other personal property with respect thereto.

In order to reduce any deficiency balance liability that might result from any sale or lease of the personal property described above, you are encouraged to submit an offer for such property (or any inquiries) to Ascentium by contacting its agent as follows:

Jerry Noon  
Ascentium Capital LLC  
23970 U.S. Highway 59 North  
Kingwood, TX 77339  
281-348-2013

**NOTICE TO BANKRUPTCY DEBTOR(S):** Ascentium is not attempting to violate the automatic stay provisions or any other provisions of the United States Bankruptcy Code. If you are a recipient of this notice and a debtor in a bankruptcy case, or if your obligations to Ascentium have been discharged in a bankruptcy case, this notice is being provided to you solely for informational and compliance purposes and is not a bill or request for payment.

Sincerely,  
Ascentium Capital LLC